

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KYLE WILLIAMS	01/27/2021
DAVID J SENCI	01/26/2021
PAIGE FOGARTY	01/19/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MASTERCARD TECHNOLOGIES CANADA ULC
<b>Street Address:</b>	475 HOWE STREET
<b>Internal Address:</b>	SUITE 2000
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<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V6C 2B3
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17138599
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(314)612-2307
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	314-621-5070
<b>Email:</b>	USpatents@armstrongteasdale.com
<b>Correspondent Name:</b>	DANIEL M. FITZGERALD (21652) ARMSTRONG T
<b>Address Line 1:</b>	7700 FORSYTH BOULEVARD
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<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63105
<b>ATTORNEY DOCKET NUMBER:</b>	21652-01422
<b>NAME OF SUBMITTER:</b>	DANIEL M. FITZGERALD
<b>SIGNATURE:</b>	/Daniel M. Fitzgerald/
<b>DATE SIGNED:</b>	02/22/2021
<b>Total Attachments: 4</b>	
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**PATENT**

**REEL: 055358 FRAME: 0764**

**WORLDWIDE ASSIGNMENT**

WHEREAS, WE,

**Kyle Williams**, a citizen of the **United States**, having a residence in **Wentzville, Missouri, USA**,

**David J. Senci**, a citizen of the **United States**, having a residence in **Troy, Illinois, USA**,

**Paige Fogarty**, a citizen of the **United States**, having a residence in **Brooklyn, New York, USA**,

(hereinafter "Assignor"), have made an invention entitled "**SYSTEMS AND METHODS FOR PASSIVE MULTI-FACTOR AUTHENTICATION OF DEVICE USERS**" as set forth and described in U.S. Patent Application No. **17/138,599**, filed **12/30/2020**; International Patent Application No. \_\_\_\_\_; United States Provisional Application No. \_\_\_\_\_, filed \_\_\_\_\_; and

WHEREAS, **MASTERCARD TECHNOLOGIES CANADA ULC**, having its principal place of business at **475 Howe Street, Suite 2000, Vancouver, British Columbia, V6C 2B3, Canada**, hereinafter referred to as Assignee, is desirous of acquiring the whole right, title and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights.

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional,

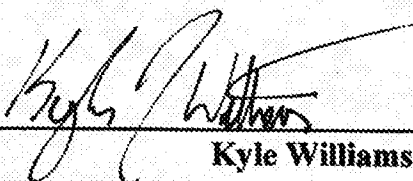
renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above set forth.

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment. Assignor further covenants not to challenge, or assist or participate in any third party challenge to, the assigned inventions, or any patent application or patent thereon, whether by litigation, post grant review, inter partes review, covered business method review, reexamination, or otherwise.

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

The undersigned hereby authorize the attorneys of ARMSTRONG TEASDALE, LLP, the power to insert in the spaces provided above the title of the invention, filing date, application number, and attorney's docket number of said application when known.

I, the said ASSIGNOR have executed this Assignment this 27<sup>th</sup> day of January, 2021.

  
\_\_\_\_\_  
Kyle Williams

I, the said ASSIGNOR have executed this Assignment this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
David J. Senci

renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above set forth.

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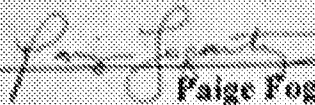
I, the said ASSIGNOR have executed this Assignment this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kyle Williams

I, the said ASSIGNOR have executed this Assignment this 26 day of January, 2021.

David J. Senci  
David J. Senci

I, the said ASSIGNOR have executed this Assignment this 1<sup>st</sup> day of January, 2021.

  
Paige Fogarty

Agreed and accepted this 27th day of January, 2021.

MASTERCARD TECHNOLOGIES CANADA ULC

By: 

Name & Title: Randy Lukashuk - Senior Vice President, Chief Technology Officer